

R-04-0890  
10-13-04

**AGREEMENT**

**Between**

**The County Prosecutor of Essex County**

**and**

**The Essex County Assistant Prosecutor's Association**

**(January 1, 2004 – December 31, 2005)**

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## **ARTICLE I**

### **PREAMBLE**

THIS AGREEMENT has as its purpose the promotion and maintenance of a harmonious relationship between the Essex County Prosecutor (the "Prosecutor") and the members of the Essex County Prosecutor's Association (the "Association") in order to assure the continued efficient and progressive service to the public by the Office of the Prosecutor of Essex County, New Jersey.

**ARTICLE II**

**RECOGNITION**

THIS AGREEMENT entered into this                   day of September, 2004 between the  
Prosecutor and the Association, duly appointed representative of all full time Assistant  
Prosecutors employed by the Prosecutor, excluding the First Assistant Prosecutor, Deputy  
First Assistant Prosecutors, Chief Assistant Prosecutors and Executive Assistant Prosecutors,  
represents the complete and final understanding on all bargained issues between the  
Prosecutor and the Association.

**ARTICLE III**

**RIGHTS AND RESPONSIBILITIES OF**

**THE PROSECUTOR AND**

**THE BOARD OF CHOSEN FREEHOLDERS**

In order to administer effectively the affairs of the Prosecutor's Office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor by law prior to the signing of this Agreement.

Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this Agreement.

## **ARTICLE IV**

### **PAYROLL DEFERMENT**

Employees are subject to one (1) week deferred pay.

## ARTICLE V

### HOURS OF WORK

A. The normal work day for all members of the Association shall be eight hours a day.

Generally, the work day will commence at 8:30 a.m. and shall conclude at 4:30 p.m., however, it is expected that sufficient time will be devoted to the work of the office to ensure the proper prosecution of all cases.

B. Members of the Association will be allowed alternative shifts to the regular work day only after written request is made to the Prosecutor and said request is approved in writing by the Prosecutor or designee.

C. Compensation for weekend and holiday pre-indictment screening duty will be earned as follows:

1. \$175.00 per day for the designated Assistant Prosecutor/Director.
2. \$140.00 per day for the designated supporting Assistant Prosecutor.

D. Assistant Prosecutors who are assigned to work other holidays under special assignments, e.g., Election Day duty, shall be entitled to additional leave time as follows:

1. One additional Administrative Leave Day will be awarded to members so assigned who work one-half day.
2. Two additional Administrative Leave Days will be awarded to members so assigned who work one full day.

## ARTICLE VI

### HEALTH BENEFITS

A. Hospitalization and medical-surgical and major medical insurance shall be paid for by the County of Essex (the "County") except as set forth below, provided the employee is active and works 20 or more hours a week. The insurance and premium payment therefore shall cover the employee, his or her spouse and any dependent members of the employee, as defined by the plan, under the age of 23 years, except as set forth below. Eligibility for an unmarried child who attains age twenty-three (23) while eligible under the County's health benefit program may be continued until the end of that calendar year.

An Employee may select the County's Traditional Self-funded Reinsured Medical Benefits plan administered through a third party administrator. Coverage includes basic hospitalization, medical, surgical and major medical coverage subject to the applicable deductible. Employees must contribute toward the premium, as determined by the County, through payroll deduction. In addition, all employees hired on or after May 1, 1994 are subject to a twenty-five (25) percent co-pay for dependent coverage. All bargaining unit employees working for the Prosecutor on or before May 1, 1994 will be considered "vested" in the current health care coverage and will not be required to pay a 25% co-pay for dependent coverage.

In lieu of the traditional self-funded plan, the employee may select a point of service program or an HMO. If the premium for the HMO is greater than the premium for

the traditional plan, the employee must assume the difference in cost through payroll deductions.

The County reserves the right to select insurance carriers who shall provide benefits as long as the benefits are not less than those currently provided by the County.

B. Pre-admission review, as set forth in Exhibit C, is made a part of this agreement.

C. Second surgical opinion, as set forth in Exhibit C, is made a part of this Agreement.

D. A prepaid drug prescription plan paid for by the County shall be continued in effect provided the employee is active and works 20 or more hours a week. The County reserves the right to select the insurance carrier who shall provide such benefits. The plan is subject to the following co-payments:

1. Five dollars (\$5.00) for generic drugs; and
2. Ten dollars (\$10.00) for non-generic drugs.

Effective January 1, 2005, the prescription drug plan co-payment will be increased as follows:

1. Ten dollars (\$10.00) for generic drugs; and
2. Fifteen dollars (\$15.00) for non-generic drugs.

The County will continue a mail order prescription program.

E. A \$4,000 life insurance death benefit is provided by the County, provided the employee is active and works 20 or more hours a week. This benefit applies to employees and not their eligible dependents.

F. Retiree Health Benefits

The County will provide health benefits as described in Part I to employees who retire and fulfill all the requirements and criteria of Part II of this Section.

Part I

- A. The coverage outlined in this provision is for the eligible Retiree and his/her dependents as defined in the Plan. Documents governing this benefit and subject to any conditions and stipulations are set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered employee died.
- B. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMO's). The County reserves the right to amend or change this coverage and the plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this agreement is signed.
- C. The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.
- D. At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly understood that the County will provide only supplemental coverage to Medicare.

Part II

In order to be eligible for the health benefits described in Part I, the employee who retires must:

- A. Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment

Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Fireman's Pension Fund (CPFPF); and

- B. Be actively employed with the County of Essex on the date this provision was made part of this agreement (June 10, 1998); and
- C. Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and
- D. Have been an employee of the County of Essex immediately prior to his/her retirement; and
- E. Not elect a vested and deferred retirement; and
- F. Not elect or take a disability retirement with less than 25 years of service credit in PERS, ERS, PFRS or CPFPF; and
- G. Not receive payments or stipends or any kind of premiums, charges or the like for retiree medical benefits coverage from any employer; and
- H. Not receive health benefits coverage from a source other than Essex County; and
- I. Not be eligible to receive health benefits coverage from a source other than Essex County; and
- J. Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and
- K. Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency.

Not notwithstanding the requirements set forth in Paragraph A of Part II, and subject to all remaining terms, conditions and eligibility requirements contained in Part II, employees

who elected retirement between January 1, 1998 and the date this provision was made part of the agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made a part of this agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an employer or source other than Essex County and he/she then meets all the requirements of Part II, he/she shall be entitled to the benefits described in Part I of this provision.

## **ARTICLE VII**

### **HOLIDAYS**

The following days are recognized paid holidays, except as modified herein:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

## ARTICLE VIII

### VACATIONS

A Assistant Prosecutors will be granted vacation leave with pay as follows:

1. Assistant Prosecutors will receive, starting from the date of hire, one and two-thirds (1-2/3) vacation days for each month of work completed.
2. After one complete year of service through the ninth complete year, twenty (20) vacation days.
3. After nine years of service, twenty-five (25) vacation days.

B. Assistant Prosecutors Directors/Supervisors will be granted vacation leave with pay as follows:

1. Starting from the date of appointment, two and one-twelfth (2-1/12) vacation days for each month of work completed.
2. After one complete year of service, twenty-five (25) vacation days. No side agreement or prior policy can modify the annual twenty-five (25) vacation day maximum set forth in this agreement.

C. Assistant Prosecutors appointed by the fifteenth (15<sup>th</sup>) of the month shall receive full credit for time earned that month and each month worked thereafter.

D. An employee who terminates between the 1<sup>st</sup> and 8<sup>th</sup> day of the month shall not receive vacation credit for that month. An employee who terminates on the 9<sup>th</sup> to the 23<sup>rd</sup> of the month shall receive one-half vacation credit for that month. An employee who terminates on the 24<sup>th</sup> day of the month or thereafter shall receive full vacation credit for that month.

- E. In scheduling requested vacation periods, seniority shall prevail. The scheduling of any vacation period is subject to the approval of the Prosecutor or designee.
- F. An employee may be credited with vacation leave in each appropriate calendar year prior to the vacation leave actually being earned on the assumption that the employee will be employed for the full calendar year. However, an employee whose service is terminated or who is placed on a leave of absence without pay prior to the end of the calendar year shall have all non-earned vacation leave that was used deducted from his/her paycheck.
- G. Vacation leave should be utilized in the year that it is granted to an employee. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only, and shall be scheduled to avoid loss of leave. This shall be done with the approval of the Prosecutor. In no event shall any employee be permitted to carry over more than one full year of allowed vacation leave into a succeeding calendar year.
- H. Part-time employees who work more than twenty (20) hours a week shall be eligible for vacation days on a prorated basis.
- I. Temporary, part-time (except as noted above), and seasonal employees shall not be eligible for any vacation benefits.
- J. Employees who separate service shall be entitled to vacation benefits as follows:

1. In the event of death of any active employee, there shall be paid to his/her estate all accumulated and all unused vacation days normally granted the employee for the calendar year.
  2. Any employee who retires pursuant to the requirements of his/her retirement program shall be entitled to all accumulated and all unused vacation days normally granted the employee for the calendar year.
  3. Any employee who resigns or is terminated and is not eligible for retirement pursuant to the requirements of his/her retirement program shall be entitled to all accumulated vacation days, and a pro-rated amount of the current year's unused vacation time.
  4. An employee is liable for vacation days taken in excess of his/her entitlement and the County may initiate an action to recoup any overpayments made.
- K. No vacation may be taken unless approved by the Prosecutor or designee.
- L. An employee who is on an approved leave of absence without pay shall not earn vacation credits while on such leave and shall not be granted vacation leave based upon prior earned credits until he/she returns to active status. Upon return to active status, an employee who has been on an approved leave of absence without pay shall receive vacation leave in accordance with the provisions of this agreement.
- M. Periods of employment before and after a suspension or leave without pay shall be considered continuous. However, the period of time on a suspension or leave of absence without pay, except for military leave, shall not be included in calculating years of continuous service.

N. An employee who becomes ill or incapacitated while on vacation may, upon proper notification and physician verification to the Prosecutor or designee, transfer time required for illness or incapacity to available sick leave credits. However, the transfer shall not extend the date of return from vacation unless otherwise approved by the Prosecutor or designee.

**ARTICLE IX**  
**BEREAVEMENT**

A. Leave time of up to five (5) days will be awarded as bereavement time, for the absence from work of any Assistant Prosecutor, when such absence is the result of the death of a spouse, child, parent, step-parent or legal guardian.

B. Leave time of up to three (3) days will be awarded as bereavement time, for the absence from work of any Assistant Prosecutor, when such absence is the result of the death of a mother-in-law, father-in-law, sister, brother, grandparent, or any other family member living within the household not specifically mentioned herein.

C. Said days are exclusive of other approved leave time provided for under this contract.

D. Reasonable verification of the event may be required by the Prosecutor.

**ARTICLE X**  
**FAMILY LEAVE**

All requests for a leave of absence to provide care in the event of the birth or placement for adoption or foster care of a child, a serious health condition of a family member or a serious health condition which causes an employee to be unable to perform his/her job function shall be subject to the approved Policies and Procedures promulgated by the County of Essex pursuant to the State of New Jersey Family Leave Act, and the Federal Family and Medical Leave Act.

## ARTICLE XI

### ADMINISTRATIVE LEAVE

A. Assistant Prosecutors shall be entitled to three (3) administrative leave days per year with pay.

B. Administrative leave days shall not accumulate from year to year.

C. Upon termination of service, Assistant Prosecutors shall be paid for all unused administrative leave days due in that calendar year on a prorated basis.

1. Upon termination of service Assistant Prosecutors and Assistant Prosecutor/Directors and Supervisors with a minimum of three (3) years service who resign in good standing on or after April 1<sup>st</sup> of any calendar year shall be paid the full amount of unused administrative leave due in the calendar year without proration.
2. Assistant Prosecutors hired and assigned directly to a trial court section or as Directors/Supervisors with a minimum of two (2) years service who resign in good standing on or after April 1<sup>st</sup> of any calendar year shall be paid the full amount of unused administrative leave due in that calendar year without proration.

### PROCEDURE:

A. Request for the utilization of administrative leave days should be made in writing to the Assistant Prosecutor's immediate supervisor, whenever possible, at least three (3) working days prior to taking such leave and then submitted to the Prosecutor or designee for approval.

B. Approval of these requests shall be subject to consideration of any potential scheduling conflicts and other office personnel needs.

C. Where, within a section, multiple requests are made for over-lapping days which would present some conflict, supervisors should resolve said conflict by granting requests on the basis of seniority within the section.

D. Administrative leave days may be taken in units of one (1) full day or multiples thereof and may be taken in conjunction with vacation leave.

E. Priority in granting personal leave by the Prosecutor shall be as follows:

1. Emergencies;
2. Observation of religious days;
3. Personal business; and
4. Other personal affairs.

F. Upon hire, administrative leave days will be prorated during the first year of employment.

## ARTICLE XII

### SICK LEAVE

#### DEFINITION:

Sick leave shall be defined as a required absence from work due to a personal illness, accident, exposure to contagious disease or attendance of a family member who is seriously ill.

#### POLICY:

A. During the first year of employment, Assistant Prosecutors shall earn sick leave as follows;

1. Starting from the date of hire, until one (1) full year of service, one and one-fourth (1-1/4) days per month.
2. After one (1) complete year of service, through three (3) complete years of service, fifteen (15) days per year.
3. Assistant Prosecutors shall earn twenty (20) days per year following the completion of their third full year of service.

B. Assistant Prosecutors absent for five (5) or more consecutive working days must present medical certification to their supervisor upon their return to work. The Prosecutor reserves the right to require a medical certificate whenever sick time is taken.

C. Sick leave will accumulate without limitation.

D. Upon retirement, Assistant Prosecutors will be eligible for sick leave reimbursement under the existing Essex County retirement provisions.

**PROCEDURE:**

Assistant Prosecutors shall notify their immediate supervisor of their expected absence from work due to illness no later than fifteen (15) minutes after their scheduled starting time.

## **ARTICLE XIII**

### **OVERTIME**

- A. Overtime shall be effective September 1, 1997.
- B. Overtime compensation shall be limited to extraordinary circumstances that necessitate an Assistant Prosecutor to work additional hours. Overtime does not pertain to the regular duties of an Assistant Prosecutor, including but not limited to normal trial preparation, witness preparation, legal research and other administrative duties.
- C. Overtime at the hourly rate of one and one-half times base salary shall be paid whenever any employee works additional hours that constitute extraordinary circumstances, as defined by the Prosecutor. Only overtime which is approved in advance and verified in writing by the Prosecutor or designee will be paid. A list of designees authorized to approve overtime will be made available at the beginning of each calendar year. If the Prosecutor does not create such a list, then only the Prosecutor can authorize overtime.
- D. This provision does not pertain to the Saturday/Holiday Complaint Screening Program or Election Day Duty pursuant to Article V Hours of Work.
- E. Effective January 1, 2001 any Assistant Prosecutor covered under this agreement who is assigned to the Homicide Squad shall receive a yearly bonus of six thousand dollars (\$6,000) representing compensation for stand-by duties as well as for time called in and actually worked beyond the normal workday. The yearly bonus shall be prorated for employees who are not assigned to the Homicide Squad for the entire year.
- F. A maximum of forty (40) hours overtime per month will be paid overtime. Any overtime over and above forty (40) hours will be compensatory time at one and one-half

hours for every hour of work. This will accumulate year to year. Upon termination of employment, all accumulated compensatory time shall be paid at the rate which it was earned.

G. Any Assistant Prosecutor who works an approved period of time shall submit a certified overtime report to the Prosecutor or designee (on forms prescribed by the Prosecutor) on the next regular working day. A separate overtime report must be submitted for each day on which a staff member worked overtime and the overtime assignment itself must be briefly described in the allocated space on the overtime report.

H. Such report must be properly certified by the Prosecutor or designee who authorized the overtime. Authorization to work overtime hours must be obtained from the Prosecutor or designee prior to working overtime. Reasonable exceptions to such prior authorization where time is of the essence will be permitted for good cause shown. However, only the Prosecutor, not a designee, may retroactively authorize overtime.

I. Compensatory time at one and one-half hours for every hour worked may be taken in lieu of paid overtime.

J. Compensatory time may be taken at any time during employment subject to the prior written authorization of the Prosecutor or designee.

K. The Prosecutor's approval or disapproval is final and is not subject to appeal or review by the requesting Assistant Prosecutor.

## **ARTICLE XIV**

### **SALARIES**

A. In lieu of a percentage salary increase for Assistant Prosecutors for the year 2004, the parties agree that effective August 1, 2004, base pay for Assistant Prosecutors on the payroll at the time the contract is ratified shall be governed by the Salary Schedule, a copy of which is attached herewith as Exhibit A. Each employee will be placed at a level and step in the Salary Schedule as per the 2004 Placement Table, attached herewith as Exhibit B. All changes to base pay will be retroactive to August 1, 2004, the date the Salary Schedule (Exhibit A) and the 2004 Placement Table (Exhibit B) are to be implemented.

B. The parties agree to a zero percent (%) contractual increase to base pay for the year 2005. Effective January 1, 2005, all Assistant Prosecutors who have not reached the applicable salary maximum established by the Salary Schedule (Exhibit A), will receive a one step increment as per the Salary Schedule (Exhibit A).

C. Placement of a newly hired Assistant Prosecutor at a particular step in a designated level in the Salary Schedule (Exhibit A) will be commensurate with experience and current assignment and is solely within the Prosecutor's discretion.

D. Transfer to a new assignment or unit and/or changes in an Assistant Prosecutor's title as the result of promotion, demotion, disciplinary action, or lateral move will result in a re-evaluation by the Prosecutor of the appropriate level and step within a level for that Assistant Prosecutor and may result in a reduction or increase in salary.

E. Nothing in this Agreement shall be construed or interpreted to limit the rights of the Prosecutor pertaining to demotions, disciplinary actions, or lateral moves which may result in a reduction of salary.

F. The terms Junior, Advanced and Senior, as used in the Salary Schedule (Exhibit A) are limited to the specific definitions as set forth in the Schedule and are not interchangeable with the commonly used terms Junior and Senior Trial Partner.

#### G. TRIAL ATTORNEY STATUS

Assistant Prosecutors who attain Junior Trial Attorney status will be placed in Level Two on the Salary Schedule (Exhibit A) and will receive a minimum compensation of \$45,000 plus one step if the Assistant Prosecutor has served for at least one full year from the date of hire in the Essex County Prosecutor's Office prior to attaining Junior Trial Attorney status and two steps if the Assistant Prosecutor has served for at least two full years from the date of hire in the Essex County Prosecutor's Office prior to attaining Trial Attorney status. For example, an Assistant Prosecutor who attains Junior Trial Attorney status after serving 18 months from the date of hire in the Essex County Prosecutor's Office will receive a minimum salary of \$45,000 plus one step. The Assistant Prosecutor will not qualify for a

second increase pursuant to this paragraph upon the second anniversary of the Assistant Prosecutor's employment but the Assistant Prosecutor may qualify for additional salary increases under other provisions of the contract. It is anticipated that there will be no more than ten additional Assistant Prosecutors who will become Junior Trial Attorneys between September 1, 2004 and December 31, 2005.

H. An employee must be on the payroll on the effective date of the increase in order to receive the payment.

## ARTICLE XV

### EMPLOYEE DEVELOPMENT FUND

A. Effective in 1996, the County of Essex will pay two hundred, seventy-five dollars (\$275.00) per Association employee toward the Essex County Assistant Prosecutor's Association's Employee Development Fund for purposes not covered by the collective bargaining agreement between the parties (i.e. reimbursement of payments made to the New Jersey Clients' Protection Fund and the Attorney Tax for the Fair Automobile Insurance Reform Act of 1990 during the course of employment with the Essex County Prosecutor's Office). In 1997 and every year thereafter, the amount shall be two hundred and forty-five dollars (\$245.00) per Association employee.

B. The total amount of money paid to the Association will be determined by the number of Assistant Prosecutors actually employed at the time this agreement is executed by the Prosecutor. For each year thereafter, it will be determined by the number of Assistant Prosecutors employed as of April 1<sup>st</sup> of each year.

C. The Association will establish a separate trust account with a local financial establishment and shall be solely responsible for the administration and disbursement of all money allocated to said fund. The Association, through the establishment of a trust account, agrees to defend, indemnify and hold harmless the County and Prosecutor from all responsibilities attendant to the operation of the fund.

## ARTICLE XVI

### MANAGEMENT RIGHTS

A. The Prosecutor hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing following rights:

1. The executive management and administrative control of the Prosecutor's Office and its properties, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Prosecutor.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of the Prosecutor to make such rules and regulations as he/she may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Office.
4. To hire all employees and to promote, transfer, assign or retain employees in positions within the Office of the Prosecutor.
5. To terminate the employment of employees in the event of lack of funds or under conditions where continuation of such employment would be inefficient and nonproductive.

B. Notwithstanding any provision in this contract which may be interpreted to the contrary, the Prosecutor reserves the right to terminate any employee with or without cause and with or without notice. There is no right of appeal of this decision. This paragraph supersedes any County policy or regulation or other paragraph(s) in this contract and shall not be modified or altered in substance, scope or application except in writing signed by the Prosecutor and adopted by resolution of the Board of Freeholders as a change to this contract.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only in conformance with the Constitution and Laws of New Jersey and of the United States.

## **ARTICLE XVII**

### **DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Prosecutor or by any of his/her agents against the Association or against the employees represented by the Association because of membership or non-membership or activity or non-activity in the Association. Nor shall the Prosecutor discriminate in favor of, or assist, any other labor organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Prosecutor nor the Association shall discriminate against any employee because of race, color, religion, creed, sex, political affiliation, age or national origin. The Prosecutor will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

## **ARTICLE XVIII**

### **NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with State law in a good faith effort to reach agreement.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the County, Prosecutor, the Board of Chosen Freeholders and the members of the Association for ratification, decision or vote.

## **ARTICLE XIX**

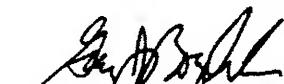
### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This Agreement represents the complete and final agreement between the parties and is contingent upon ratification of the membership and the approval of the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by either party during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by all parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives set their hands and seals this 9<sup>th</sup> day of September 2004.

ESSEX COUNTY ASSISTANT  
PROSECUTOR'S ASSOCIATION



Gary Bogdanski, President

FOR THE ESSEX COUNTY PROSECUTOR

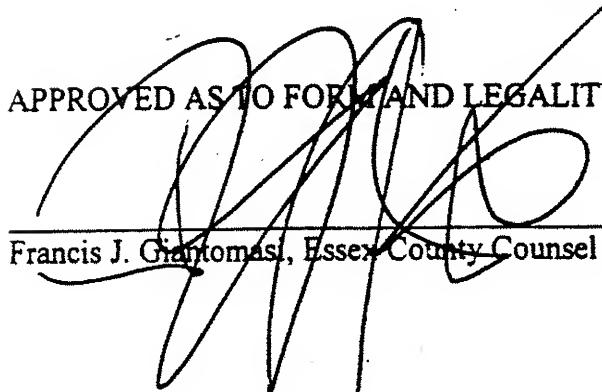


Paula Dow, Acting County Prosecutor

FOR THE COUNTY OF ESSEX

  
Joseph N. DiVincenzo, County Executive  
Adrienne Davis, Clerk of the Board of  
Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY

  
Francis J. Giantomasi, Essex County Counsel

## **SALARY SCHEDULE**

<b>LEVEL</b>	<b>DESCRIPTION</b>	<b>RANGE</b>	<b>STEP VALUE</b>	<b>NUMBER OF STEPS</b>
One	Entry			
	Screening/Megan's Law/D.V.R.P.T.I. (Junior)			
	Juvenile (Junior)			
Two	Screening/Megan's Law/D.V.R.P.T.I. (Advanced)	\$41,000 - \$62,000	\$1,833	6
	Juvenile (Advanced)			
	Grand Jury (Junior)			
	Trial/Squad* (Junior)			
	Appellate (Junior)			
Three	Screening/Megan's Law/D.V.R.P.T.I. (Senior)	\$45,000 - \$62,000	\$2,125	8
	Juvenile (Senior)			
	Grand Jury (Advanced)			
	Trial/Squad (Advanced)			
	Appellate (Advanced)			
Four	Grand Jury (Senior)			
	Trial/Squad (Senior)			
	Appellate (Senior)			
	Supervisors (Screening)			
Five	Directors	\$60,000 - \$88,000	\$2,923	13
	Supervisor (Trial)			
	Special Assistant**			
Six	Deputy Chief Assistant Prosecutor***	\$76,000 - \$110,000	\$3,200	10
		\$104,000 - \$115,000	\$3,667	3

\*Squad refers to an investigative section

\*\*Experienced capital litigators or other attorneys uniquely capable of assuming primary responsibility for specialized, complex assignments. Based on current assignment.

\*\*\*Salary contingent on remaining in position.

Entry - no prior experience or minimal prosecutor experience; substantial training required.

Junior - no prior experience in new job assignment; substantial training required in new position.

Advanced - developed special skills and experience in current job assignment.

Senior - substantial experience in present assignment. Requires minimal supervision and capable of mentoring less experienced assistants in current assignment.

## **EXHIBIT A**

## 2004 - PLACEMENT TABLE

**Effective August 1, 2004, salaries for Assistant Prosecutors will be at the level and step set forth below, or the pre August 1, 2004 rate, whichever is higher.**

EMP. NO.	2004 level	2004 steps	EMP. NO.	2004 level	2004 steps	EMP. NO.	2004 level	2004 steps
1	4	7	35	5	1	116	3	1
2	4	8	36	1	2	117	5	5
3	3	1	37	5	8	118	3	1
4	2	3	38	3	6	119	3	4
5	3	5	39	4	7	120	6	0
6	4	4	40	4	8	121	3	7
7	2	1	41	5	4	122	3	6
8	1	2	42	4	5	123	6	0
9	2	1	43	5	5	124	4	8
10	3	1	49	4	7	125	5	4
11	3	2	50	4	5	126	3	3
12	3	1	51	4	7	127	3	2
13	3	4	52	5	7	128	3	7
14	4	4	53	1	2	129	4	8
15	5	3	54	5	1	130	4	4
16	3	4	100	2	3	131	3	1
17	3	3	101	2	3	132	3	2
18	2	3	102	3	3	133	5	5
19	3	4	103	5	7	134	2	3
20	5	5	104	3	9	135	3	2
21	1	3	105	5	4	136	3	1
22	4	11	106	2	3	138	2	3
23	4	3	107	2	5	139	2	3
24	4	5	108	3	8	140	4	8
25	4	7	109	2	5	301	4	10
28	1	2	110	3	3	302	5	7
29	4	6	111	4	4	304	4	6
30	4	12	112	4	9	305	4	6
31	3	3	113	5	5	400	5	2
32	3	6	114	5	4	401	3	4
33	3	5	1	1	2	402	4	11
						405	2	3

**EXHIBIT B**

### Pre-Admission Review

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

### Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If any employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.00.

## Commonly Asked Questions About Pre-Admission Review

### 1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

### 2. How does it work?

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If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number.

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

### 3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

## Mandatory Second Surgical Opinion Program

### 1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

### 2. How does the Mandatory Second Surgical Opinion Program work?

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If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

### 3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

If you decide to enter the hospital as an inpatient after receiving a denial, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

If the Par medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

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5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, you must still obtain PAR from the PAR medical specialists. Your physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

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#### **HOSPITAL TRANSFERS**

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

#### **OUTPATIENT SURGICAL PROCEDURES**

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

#### **NEWBORN EXTENDED STAYS**

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

**ARTHROSCOPY**

Examination of JOINT using a scope (may include meniscectomy)

**CATARACT SURGERY**

Surgical removal of cataract (clouded lens) from the EYE

**CHEMONUCLEOLYSIS  
OF DISK**

Destruction of VERTEBRAL DISK by injection

**CHOLECYSTECTOMY**

Removal of GALLBLADDER (may include examination of bile ducts)

**CORONARY ARTERY  
BYPASS SURGERY**

Insertion of vein graft to bypass an obstructed HEART ARTERY

**EXCISION OF INTER-  
VERTEBRAL DISK**

Removal of a herniated DISK (including excision of disk with fusion)

**HYSSTERECTOMY**

Removal of Uterus

**MASTECTOMY**

Surgical removal of BREAST (or portion)

**MENISCTOMY**

Removal of cartilage from the KNEE

**PROSTATECTOMY**

Removal of all or part of the PROSTATE

**RHINOPLASTY**

Surgery of NOSE to correct deformities (including submucous resection)

**SEPTECTOMY WITH  
RHINOPLASTY**

Removal of an obstruction of the NOSE (includes submucous resection)

**SPINAL FUSION**

Joining of VERTEBRAE for immobilization

**TONSILLECTOMY**

Removal of the TONSILS

**7. What happens if I do not obtain a second opinion?**

Coverage for surgery is reduced by 20% to a maximum of \$500.

**8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?**

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

Cosmetic surgery

Dental surgery

Minor surgery (i.e. removal of sebaceous cyst)

Surgery ineligible by your health benefits plan

Sterilization procedures

Emergency surgery

Surgery that is performed on an already hospitalized patient

**9. Why do I have to go to one of the Referral Center's doctors?**

By using the Referral Center's physicians the County of Essex can:

Guarantee that claims will be paid properly;

Eliminate payment by subscribers for the second opinion consultation; and

Be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

**10. Does the second opinion doctor contact my original doctor?**

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask that the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the specialists participating in the program, is an agreement that the specialist will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

Are doctors aware of this program?

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Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.